

Nov, 3 2006

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999 18th St.  
Denver, CO 80202- 2466

Paul:

If the NOA is **NOT** considered to be a part of the amendment, modification or termination under the Reimbursement Agreement, ***then what is ?***

You say - "See Section 1.A. of that agreement".

I did! It **does not** say that "The NOA is excluded from being amended, modified or terminated.

What I do see in Section 1.A. is that - "the EPA shall provide a NOA of property upon "Completion of the response actions at the Screening Plant."

Yes folks! you have just completed the response actions but "**AFTER**" ***rather than*** "**UPON**" ***issuance of the NOA.***

Your letters after June 16, 2006 are filled with your involvement to remedy the problems identified in Max Dodsons letter of Oct. 12, 2005.

Once again folks "Were the response actions completed when the NOA was issued on June 16, 2006"? Not a few or most of them, but all of them?

You folks have **NOT read the entire Reimbursement Agreement! You take your arguments out of context.**

You say that "The EPA's position is that the NOA is not a document that requires the agreement or signature of the owner".

This may very well be your position for residential homes that were cleaned after March 21, 2001.

Our Reimbursement Agreement is not and was not intended to apply to any other property other than the Former Screening Plant. The **NOA**, gentlemen as you have written up in your current residential "clean-ups" fit the purpose of "Occupancy & Use by those Owners"! **But** our NOA is based on a "Completion of Response Actions **before the NOA**".

For those of you who are having trouble reading and understanding the true purpose and intent of the Reimbursement Agreement .

I would offer up these suggestions.

- 1.) Read **all** of the agreement.
- 2.) Realize that there are both - **Obligations of EPA**  
- **Obligations of the Owner**

These commitments are truly covered by the Articles Identified in Section VI under Modifications.

Please allow me to give you an example which covers our situation now.

Please go to Sec. A - Obligations of the owner - First sentence. "The Owner has and will continue to provide the EPA, its employees, agents , contractors, and representatives the Right to enter upon the Property for the **purposes of implementing the selected Response Action at the Screening Plant THROUGH the Date of the NOA.**

You folks have continually "Entered upon" our property after June 16, 2006 to work on Response Actions up through Oct 23, 2006. It is therefore **my** assumption that:

- 1.) You don't realize that you are suppose to be done with all your projects and commitments at the time of NOA. June 16, 2006.
- 2.) You have your own interpretation of what the NOA says and means. As per to "Jim Christensons letter of March 24, 2004 and Aug. 10, 2004.
- 3.) You do and say what you want to do and to Hell with the rest.

There is a copy of an "Amendment to the Reimbursement Agreement that our Lawyers in Helena and Great Falls "Drafted" relating to the situation we are in following June 16, 2006. This was our proposal to you folks as Sept 18, 2006 to "Get it Done" Based on the language presented in the "Agreement." We utilized the inclusion of **Modification** through an **Amendment** that would cover your actions on our property after June 16, 2006 NOA as explained in Sec.-II a - first sentence.

However your current correspondence "Negates" any use of Sec. VI under NOA!

So the understanding you present to us is that you believe the Response Actions were complete at the time of the NOA. **NO WAY!**

Gentlemen: My wife and I have followed for seven years, the language of the Reimbursement Agreement.

We have **never asked for any** entitlements that were not defined by that common sense writing. Why then do you tell us that "With the NOA being issued on June 16, 2006 the stipend schedule would end on Dec. 16, 2006. However, an additional two months will be included for time to review documents and seeding the Property".

The Reimbursement Agreement says that after completion of Response Actions the NOA will be issued with stipend extended for 6 months unless the NOA falls between Oct. 1st and March 30. Then the relocation period (stipend) shall not exceed nine months. So, lets go with that!

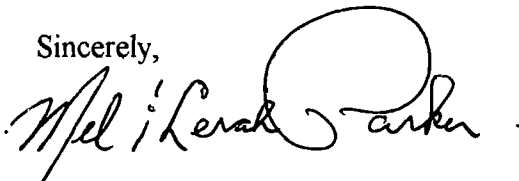
Our records show that the last letter regarding any response action activities was done on Oct. 23, 2006 We responded to MR. Cirians letter on Nov. 1, 2006.

**BOTTOM LINE:**

The NOA should be dated as of October 23, 2006. You come and take down all the signs that were in place regarding **(AUTHORIZED PERSONNEL ONLY ASBESTOS CONTAMINATION)**. The Relocation allowance goes for 9 months until July 23, 2007.

The connex boxes can be removed on Feb.28 2007 since they were not tied into the NOA but any damage to the property due to the removal of the two units will be assessed and charged to the EPA by the landowner.

Sincerely,

A handwritten signature in cursive script, appearing to read "Mel & Lerah Parker". The signature is written in dark ink and is positioned above the printed name.

Mel & Lerah Parker

**MODIFICATION OF REIMBURSEMENT AGREEMENT****LIBBY ASBESTOS SITE****Lincoln County, Montana**

On the \_\_\_\_\_ day of February, 2001, the EPA entered into a "Reimbursement Agreement" with Mel and Lerah Parker. For reference purposes, the original agreement is attached hereto.

Pursuant to paragraph VI of the Reimbursement Agreement, the parties hereby amend and modify the original agreement as follows:

On June 16, 2006, the EPA issued a "Notice of Availability" ("NOA") to Mel and Lerah Parker. As stated in I A., the NOA notifies the Parkers that they "may commence construction of a new dwelling on the date of issuance of the Notice."

The parties recognize and agree that the NOA issued on the date set forth above is not to be construed as a completion of all of the response actions by the EPA at the subject property. The EPA recognizes that additional work and remediation has to be conducted and/or completed by and through the EPA before there is a completion of the response actions at the screening plant.

Owner

U.S. Environmental Protection Agency

\_\_\_\_\_  
Mel Parker

Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_  
Lerah Parker

Date: \_\_\_\_\_